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May 3, 2011

INVITATION FOR BID

Letter of Invitation

For Provision of Imaging Services

Dear Vendor:

The Bay Area Toll Authority (BATA) invites your firm to respond to this Invitation for Bid (IFB) for:

Imaging Services

BATA administers programs and allocates revenues from all tolls levied on the seven state-owned toll bridges. Due to a large volume of paper and limited storage space, BATA is seeking a company to supply imaging services for an initial contract term from July 1, 2011 through June 30, 2012, with the potential for extending the agreement for four (4) additional one (1) year periods through June 30, 2016.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Bid and Reference Forms and BATA Purchase Order Form comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by 4:00 p.m. on Monday, May 23, 2011. **Bids received after that date and time will not be considered. All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered. Appendix C, Reference Form**, must be submitted with the bid. Bidders who do not complete all appendices risk being found non-responsive.

Bids shall be considered firm offers to provide services described for a period of ninety (90) days from the date submitted.

BATA Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the Project Manager, Jeannie Lim, at the address shown below. For telephone inquiries, call (510) 817-5894. Email inquiries may be directed to jl@mtc.ca.gov.

Jeannie Lim, Project Manager
BATA
101 Eighth Street
Oakland, CA 94607-4700
Fax: (510) 817-5848

Notice of Addenda

Any addenda or Questions and Answers to this IFB that may be issued by RAFC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein.

Minimum Qualifications

To be eligible to submit a bid, a bidder must:

1. Have been regularly engaged in the business of imaging services for at least three (3) years;
2. Employ a minimum of five (5) regular employees with experience in imaging services;
3. Have successfully performed, within the last three (3) years, at least three (3) commercial contracts of a similar scope and dollar value to the work contemplated by this IFB. Bidders are to provide the names and telephone numbers of persons who may be contacted as references on *Appendix C*, Contractors Reference Form; and
4. Be able to meet the standard turn around times listed in *Appendix A*, Specifications for Imaging Services.

Bidders may be required to verify these qualifications prior to the award of contract.

Specifications and Schedule

The specifications for this project are described in *Appendix A* to this IFB. Section III of this IFB, Special Conditions, also contains substantive requirements with which you must full comply in order to guarantee your responsiveness with this IFB.

The vendor selected as a result of this IFB shall perform imaging services for an initial contract period from July 1, 2011 through June 30, 2012. At BATA's option, and subject to future BATA operating budgets, the contract can be renewed at the prices stated in bidder's *Appendix B*, Bid Form, for four (4) additional one (1) year periods through June 30, 2016.

Vendor Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and reliability of service are of the highest importance. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A contract, if awarded, will be to the responsible bidder submitting the lowest responsive bid for all work and materials, as indicated in the Total Extended Price on *Appendix B, Bid Form*.

Bidder Selection Timetable

Thursday, May 19, 2011 by 4:00 p.m.	Closing date for protest of IFB Specifications
Monday, May 23, 2011	Closing date & time for receipt of bids & bid opening.
Monday, June 6, 2011	Staff review and recommendation of Vendor to Executive Director
Friday, June 10, 2011	Recommend Award to BATA Oversight Committee
Tuesday, June 14, 2011 (approximate)	Issuance of Purchase Order

General Conditions

BATA reserves the right to award a contract or to reject all bids.


A signed BATA Purchase Order (*Appendix D*) mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by BATA, and all terms and conditions of the Purchase Order.

Authority to Commit BATA

The Executive Director of BATA will recommend the successful bidder to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with this IFB.

Thank you for your participation.

Sincerely,


Andrew B. Fremier
Deputy Executive Director

AF: DR

J:\CONTRACT\Procurements\Software & Tech Support\IFBs\IFB Imaging Services 2011_final.doc

INVITATION FOR BID

by

BAY AREA TOLL AUTHORITY

for

IMAGING SERVICES

May 3, 2011

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

TABLE OF CONTENTS

I.	INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS.....	1
A.	DIRECTIONS.....	1
B.	DEFINITIONS.....	1
C.	PREPARATION OF BID	1
1.	<i>General</i>	1
2.	<i>Bid Price</i>	2
3.	<i>Taxes</i>	2
4.	<i>Irregular Bids</i>	2
5.	<i>Conditional Bids</i>	2
6.	<i>Addenda and Interpretations</i>	2
7.	<i>Brand Names</i>	2
8.	<i>Deviations</i>	3
9.	<i>Examination of Plans, Specifications and Sites</i>	3
10.	<i>Submission</i>	3
11.	<i>Withdrawal Before Bid Opening</i>	3
12.	<i>Protest of Specifications</i>	3
13.	<i>Relief of Bidder after Bid Opening</i>	3
D.	AWARD OF CONTRACT	4
1.	<i>Bid Opening</i>	4
2.	<i>Duration of Offer</i>	4
3.	<i>Discretion of BATA</i>	4
4.	<i>Selection of Vendor</i>	4
5.	<i>One Bid</i>	4
6.	<i>Selection Disputes</i>	4
II.	GENERAL CONDITIONS	5
A.	INDEPENDENT VENDOR	5
B.	CHANGES TO PURCHASE ORDER	5
C.	TERMINATION	5
1.	<i>Termination for Convenience</i>	5
2.	<i>Termination for Default</i>	5
D.	INDEMNITY	6
E.	ASSIGNMENT.....	6
F.	CHOICE OF LAW	6
G.	PROHIBITED INTENT.....	6
III.	SPECIAL CONDITIONS	7
A.	BIDDER'S QUALIFICATIONS	7
B.	PERIOD OF PERFORMANCE	7
C.	SUBCONTRACTORS.....	7
D.	ACCEPTANCE BY BATA	7
E.	NOTICES.....	7
F.	PERSONALLY IDENTIFIABLE INFORMATION.....	8
G.	ORGANIZATIONAL CONFLICTS OF INTEREST.....	8
	APPENDIX A, SPECIFICATIONS FOR IMAGING SERVICES.....	9
	APPENDIX B, BID FORM.....	11
	APPENDIX C, CONTRACTOR'S REFERENCE FORM.....	14
	APPENDIX D, BATA PURCHASE ORDER.....	15
	APPENDIX E, SPECIAL CONDITIONS FOR THIRD PARTY CONTRACTS - PII.....	17

I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. DIRECTIONS

This package contains the specifications regarding the work to be done and the schedule. (See *Appendix A, Specifications for Imaging Services*) **All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered. Appendix C, Reference Form,** must also be submitted with the bid. Bidders who do not complete all appendices, risk being found non-responsive.

The provisions set forth below specify the standards by which bids will be received and considered by BATA. Bids not complying with these provisions may be considered non-responsive by BATA.

Your bid package shall include the following:

- Signed Bid Form (*Appendix B*)
- Completed Reference Form (*Appendix C*)

B. DEFINITIONS

1. BATA: Bay Area Toll Authority
2. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
3. Vendor: The Bidder to whom a purchase order or contract is mailed or otherwise offered.
4. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to BATA.
5. Contract: A signed BATA Purchase Order (Appendix D) mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by BATA, and all terms and conditions of the Purchase Order.

C. PREPARATION OF BID

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid. In the event of a discrepancy between the bid unit prices and extensions, the unit price shall govern.

2. Bid Price

The bid price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon BATA if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by BATA.

6. Addenda and Interpretations

BATA will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Project Manager (see Letter of Invitation) BATA, 101 - 8th Street, Oakland, CA 94607-4700. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

7. Brand Names

Any references to Brand Names or the names of manufacturers and their catalog numbers is only descriptive of the variety and quality of items desired, and is not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. BATA reserves the right to determine at its sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.

8. Deviations

BATA reserves the right to permit deviations from the specifications if an article offered is deemed by BATA to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

9. Examination of Plans, Specifications and Sites

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be *prima facie* evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

10. Submission

Only bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to BATA by the time, on the date, and at the location indicated for receipt of bids.

11. Withdrawal Before Bid Opening

No bid may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by BATA prior to the time indicated for receipt of bid.

12. Protest of Specifications

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by BATA and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

13. Relief of Bidder after Bid Opening

Unless BATA in its sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and BATA agree to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave BATA written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. AWARD OF CONTRACT

1. Bid Opening

Bids will be opened publicly and publicly announced at BATA's offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

3. Discretion of BATA

BATA reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Vendor

The award, if an award is made, will be to the responsible Bidder, whose bid, conforming in all material respects to the terms and conditions of this IFB, is the lowest in price for the work requested.

5. One Bid

If BATA receives only one bid and that bid is made on terms differing from those set forth herein, BATA may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Contractor on the grounds that BATA procedures, or applicable provisions of state or local law, have been violated or inaccurately and/or inappropriately applied by BATA by submitting to the Project Manager a written explanation of the basis for protest no later than three (3) working days after the date the BATA Oversight Committee authorizes award or the date the bidder is notified that it was not selected, whichever is later, for objection to Contractor Selection.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the BATA Executive Director.

The BATA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular contractor by BATA's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The BATA Oversight Committee's decision will be the final agency decision.

II. GENERAL CONDITIONS

A. *INDEPENDENT VENDOR*

Vendor is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any other agreement in the name of BATA. Vendor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Vendor who are assisting in the performance of services under this Agreement. Vendor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Vendor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

B. *CHANGES TO PURCHASE ORDER*

Any material changes to the terms of the Purchase Order shall require a written amendment to the purchase order, signed by the BATA Executive Director or a designated representative and Vendor. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

C. *TERMINATION*

1. Termination for Convenience

BATA may, by written notice stating the extent and effective date, terminate its contract with the Vendor for convenience in whole or in part, at any time. BATA shall pay the Vendor as full compensation for performance until such termination: costs incurred for incomplete services up to the time of termination and reasonable termination costs. In no event shall BATA be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Vendor becomes insolvent, assigns or subcontracts the work without BATA approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, BATA may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Vendor, setting forth the manner in which Vendor is in default. If Vendor does not cure the breach or propose a plan and schedule for curing the breach acceptable to BATA within the ten (10) day period, the Contract shall be deemed terminated.

BATA shall pay the Vendor as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by BATA to correct or complete work required under the Contract, including the difference between Vendor's price for the contract and any higher price paid to another Vendor retained to complete the work.

If it is determined by BATA that Vendor's failure to perform resulted from unforeseeable causes beyond the control of Vendor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Vendor, BATA, after setting up a new delivery or performance schedule, may allow Vendor to continue work, or treat the termination as a termination for convenience.

D. INDEMNITY

Vendor agrees to indemnify, and hold BATA, its commissioners, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act, or failure to act of Vendor, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Vendor agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against BATA, its commissioners, officers, agents, and employees, or any of them arising out of such acts or failure to act, and to pay and satisfy any resulting judgments.

E. ASSIGNMENT

The Vendor shall not assign any right, duty or responsibility in this contract without the prior written consent of BATA thereto; provided however, that claims for money due or to become due to Vendor from BATA under this Contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to BATA, and any such assignment shall be subject to all authorized withholdings in favor of BATA.

F. CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

G. PROHIBITED INTENT

No member, officer or employee of BATA during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

III. SPECIAL CONDITIONS

A. BIDDER'S QUALIFICATIONS

To be eligible to submit a bid, a bidder must:

1. Have been regularly engaged in the business of imaging services for at least three (3) years;
2. Employ a minimum of five (5) regular employees with experience in imaging services;
3. Have successfully performed, within the last three (3) years, at least three (3) commercial contracts of a similar scope and dollar value to the work contemplated by this IFB. Bidders are to provide the names and telephone numbers of persons who may be contacted as references on *Appendix C*, Contractors Reference Form; and
4. Be able to meet the standard turn around times listed in *Appendix A*, Specifications for Imaging Services.

The bidder may be required to verify these qualifications prior to the award of the contract.

B. PERIOD OF PERFORMANCE

Vendor shall provide the equipment and services required under *Appendix A*, Specifications for Imaging Services of this IFB, for an initial contract term extending from approximately July 1, 2011 through June 30, 2012. At BATA's sole option, and subject to future BATA operating budgets, the agreement can be extended for four (4) additional one (1) year periods through June 30, 2016, at the prices stated in Bidder's *Appendix B*, Bid Form.

C. SUBCONTRACTORS

Bidders may not subcontract all or any portion of the work to be performed under the contract.

D. ACCEPTANCE BY BATA

The BATA Project Manager will be responsible for accepting delivery of the electronic data on CDs or DVDs. Within fifteen (15) working days after receipt of the electronic data CDs or DVDs from the vendor, the BATA Project Manager will notify the vendor regarding the acceptance of the electronic data CDs or DVDs.

E. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To BATA: Attention: Jeannie Lim, Project Manager
 BATA
 101 - 8th Street
 Oakland, CA 94607-4700
 Phone: 510-817-5894
 Email: jlim@comcast.net

To Vendor: Signator of Bid form
 Address on Bid Form
 Address on Bid Form
 Phone:
 Email:

F. PERSONALLY IDENTIFIABLE INFORMATION

Vendor agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in *Attachment E, Special Conditions Regarding Personally Identifiable Information*

G. ORGANIZATIONAL CONFLICTS OF INTEREST

Vendor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BATA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BATA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever BATA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the consultant, and if so, whether any potential bias can be mitigated acceptably by BATA and the consultant.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

APPENDIX A SPECIFICATIONS FOR IMAGING SERVICES

Due to heavy volumes of paper and limited storage space, the Bay Area Toll Authority (BATA) has determined that imaging services to electronically store BATA reports is required.

I. Document Specifications:

DAILY BRIDGE REPORTS (DBR)

BATA oversees the seven state-owned toll bridges (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay and San Mateo-Hayward) in the San Francisco Bay Area. Each bridge produces a Daily Bridge Report that consists of 1 report with 14 sub reports. The DBR and sub reports shall be sorted, scanned and indexed.

Please note that the number of reports, and pages listed are approximations.

The Imaging Vendor will be required to perform, but is not limited to the following:

- A. Perform imaging services as listed below for the amounts and sizes of documents listed below:
 - Each DBR consists of approximately 25 pages, with the exception of one DBR which consists of 50 pages (200 pages per day, 18,000 pages per quarter).
 - Each DBR grouping, there are various page sizes: 8.5"x 11" and 11"x 14."
 - Of the 18,000 pages per quarter, approximately 99.9% are 8.5"x 11" and 0.1% is 11"x 14" size.
 - Remove any/all staples, rubber bands, and paperclips attached to the documents.
- B. Index the images/documents in the format listed below:
 - Format: Bridge Number, Business Date, and Report Type.
 - Each bridge and report shall be coded by a 2-digit number.
 - The date shall be in the following format: YYYY/MM/DD
 - All items shall be indexed for easy retrieval.
- C. Scan and save the images in the document types listed below:
 - All items shall be scanned at 200 DPI.
 - Data shall be saved in a PDF or TIF file format. Vendor shall provide software required for BATA staff to be able to read the file format(s) produced by the vendor. The file format(s) must be readable by Microsoft Office 2003 and Adobe Systems software used by BATA staff.
 - Each month of data shall be stored in a single CD-ROM, labeled with the Business Date. Should the CD-ROM be unable to hold all the information, a DVD-ROM shall be used.
 - An original and one duplicate disk for each month's reports shall be provided.

D. Provide BATA with retrieval of the documents as listed below:

- All documents shall be packed into bankers' boxes and left at the BATA receptionist's desk at the BATA offices for the vendor to pickup, on the last Friday of every quarter.
- All documents shall be processed/imaged within fifteen (15) working days after pickup of the boxes from the BATA office.
- All items shall be securely stored for sixty (60) days after BATA notifies the vendor of the acceptance of the data CDs or DVDs.
- Sixty (60) days after notification, all items shall be shredded/destroyed by the vendor.

MTC JOURNAL ENTRIES (JE)

A. Perform imaging services listed below for the amounts and sizes of documents listed below:

- Each JE is 8.5"x 11".
- Remove any/all staples, rubber bands, and paperclips attached to the documents.

B. Index the images/documents in the format listed below:

- Format: Journal/Batch Number (up to ten characters)
- The date shall be in the following format: MM/DD/YYYY

C. Scan and save the images in the document types listed below:

- All items shall be scanned at 200 DPI.
- Data shall be saved in a PDF or TIF file format. Vendor shall provide software required for BATA staff to be able to read the file format(s) produced by the vendor. The file format(s) must be readable by Microsoft Office 2003 and Adobe Systems software used by BATA staff.
- Each CD-ROM/DVD shall be filled to capacity and labeled with time frame for scanned data.
- An original and one duplicate disk shall be provided.

D. Provide BATA with retrieval of the documents as listed below:

- All documents shall be packed into bankers' boxes and left at the BATA receptionist's desk at the BATA offices, on the last Friday of every quarter.
- All documents shall be processed/imaged within fifteen (15) working days after pickup of the boxes from the BATA office.
- Upon notification from BATA that data CD's or DVD's are acceptable, all documents are to be returned to BATA office within ten (10) working days.

APPENDIX B
BID FORM
BATA Imaging Quotation Sheet

All prices shall be firm-fixed lump-sum prices including labor, materials, equipment, pick-up and delivery, profit, taxes, and all other applicable surcharges for the full contract term, including the option periods. Prices may be lowered based on actual volume or production requirements and as negotiated between the parties, but may not be charged over the per unit price listed in Vendor's submitted proposal.

Description of Items (per quarter)	Quantity per Quarter*	Unit Descriptor	Unit Price	Extended Price
I. Bridge Reports				
1. Document Pick up: Quarterly	1 **	trip	\$	\$
2. Document Preparation; Quarterly (Estimate 2 hours per boxes) x 6 boxes per quarter = 12	12	hour	\$	\$
3. Document Scanning: Daily Bridge Reports DPI Resolution: 200 File Format: PDF or TIF format (6 boxes/quarter x 3,000 images) = 18,000 Average 2 images/document = 9,000 documents	18,000	images	\$	\$
4. Indexing Costs: (1) Bridge Number: (02, 03, 04, 05, 06, 07, 08, 09) = 2 Bridge Name: (Antioch, Richmond, SFOBB, San Mateo, Dumbarton, Carquinez, Benicia, All Bridges) = 0 (Index is by Bridge Number) (2) Business Date (YYYY/MM/DD) = 10 (3) Report Type (01-15) = 2 Keystrokes Per Report: (1) Bridge Number = 2 (2) Bridge Name = 0 (3) Business Date = 10 (4) Report Type = 2 Total Keystrokes Per Report = 14 Total Average Indexing/Document = 14 14 x 9,000 documents = 126,000 keystrokes	126,000	keystrokes	\$	\$
5. CD-ROM/DVD-ROM Master	3	CD		
6. CD-ROM/DVD-ROM Duplicate	3	CD		
7. Document Destruction (boxes)	6	box		

II. MTC Journal Entries

8. Document Pick up: Quarterly	1**	trip		
9. Document Preparation; Quarterly (Estimate 2 hour per box) x 5 boxes per quarter = 10	10	hour		
10. Document Scanning: Journal Entry Reports DPI Resolution: 200 File Format: PDF or TIF format (5 boxes/quarter x 2,200 images) = 11,000	11,000	images		
11. Indexing Costs: Keystrokes Per Report: (A) Journal Number = 8 (B) Date: (YYYY/MM/DD) = 10 Total Keystrokes Per Report = 18 Total Average Indexing/Document = 18 18 x 11,000 = 198,000 keystrokes	198,000	keystrokes		
12. CD-ROM/DVD-ROM Master	2	CD	\$	\$
13. CD-ROM/DVD-ROM Duplicate	2	CD	\$	\$
14. Documents Return Delivery: Quarterly	1	trip	\$	\$
Bridge Reports each quarter- Extended Price / Bid for Items 1 though 7 above:			\$	
MTC Journal Reports each quarter - Extended Price / Bid for Items 8 though 14 above:			\$	
Total Extended Price each quarter / Bid for Items 1 though 14 above:			\$	

* All qualities stated are estimates only, for bidding purposes.

** Based on 1 round trip regardless of the number of boxes.

D. Minimum Qualifications:

Check either yes or no for each question.

	<u>Yes</u>	<u>No</u>
Has your Company been licensed and actively engaged in the business of imaging services for at least three (3) years?		
Has your Company successfully performed, over the last three (3) years, at least three (3) contracts of similar scope and dollar value?		
Does your Company employ a minimum of five (5) regular staff with experience in imaging services?		
Is your Company able to meet the standard turn-around times listed in <i>Appendix A, Specifications for Imaging Services</i> ?		

E. Signature of Authorizing Official:

Name of Proposing Company	
Address	
Address	
Phone Number & E-mail	
Fax Number	
License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

APPENDIX C
CONTRACTOR'S REFERENCE FORM

Name of Bidding Company _____
Representative Name & Title _____
Phone Number _____

References must not be relatives of the Contractor's representative or owners. The references given must be for clients with contracts of a similar work scope and dollar value completed within the last three (3) years.

Contractor's References (Provide at least 3)

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

**APPENDIX D
BATA PURCHASE ORDERS
GENERAL CONDITIONS**

1. DEFINITIONS

- a. BATA. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by BATA.
- c. Contract. The legal agreement between BATA and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by BATA; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes BATA's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by BATA and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of BATA.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of BATA, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by BATA, as provided in 8a, unless approved by BATA in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, BATA shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, BATA may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse BATA for the excess cost to BATA, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, BATA may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, BATA shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with BATA's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless BATA and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to BATA at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of BATA.

12. PAYMENT

Supplier shall submit an invoice to BATA within thirty days after completion of work, unless otherwise specified in purchase order. BATA will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to BATA as follows: Accounting Section, BATA, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

APPENDIX E Special Conditions for Third Party Contracts - PII

CONTRACTOR will have access to personally identifiable information (“PII”) in connection with the performance of this Agreement. PII is any information that is collected or maintained by BATA or CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual, including that individual’s account. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, account number, vehicle license number. The following special conditions related to the confidentiality and use of PII apply to this Agreement.

1. Right to Audit:

CONTRACTOR shall permit BATA and their authorized representatives to audit and inspect: (i) CONTRACTOR’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) CONTRACTOR’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying CONTRACTOR’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data:

All PII made available to or independently obtained by CONTRACTOR in connection with this Agreement or any other financial, statistical, technical or other data and information that are designated confidential by BATA and made available to CONTRACTOR in order to carry out this Agreement (“Confidential Information”) shall be protected by CONTRACTOR from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BATA. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

CONTRACTOR agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

CONTRACTOR agrees to retain PII for no longer than the time-frame specified by BATA. At the conclusion of this retention period, CONTRACTOR agrees to use Department of Defense (“DoD”) approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. CONTRACTOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations:

CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*) and SB 1268, as codified in Streets and Highways Code Section 31490]. In addition, CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and BATA relating to information handling and confidentiality of data and agrees to indemnify BATA against any loss, cost, damage or liability by reason of CONTRACTOR's violation of this provision.

4. Contractor Guarantees:

CONTRACTOR shall not, except as authorized or required by his or her duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to him or her during the term of this Agreement.

CONTRACTOR shall keep all Confidential Information entrusted to him or her completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to BATA.

CONTRACTOR shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as BATA may make to ensure the safeguarding or confidentiality of all its resources.

If requested by BATA, CONTRACTOR shall sign an information security and confidentiality agreement provided by BATA and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with CONTRACTOR substantially the same in its terms.

5. Notice of Security Breach:

CONTRACTOR shall immediately notify BATA when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The BATA contact for such notification is as follows:

PRIVACY OFFICER
(510) 817-5700
privacyofficer@mtc.ca.gov